

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 12
LEASE AMENDMENT	TO LEASE NO. GS-11B-LDC02155
ADDRESS OF PREMISES 1575 Eye Street NW Washington, DC 20005	PDN Number:

**THIS AMENDMENT** is made and entered into between Duwaliya US Real Estate, Inc.

whose address is: c/o Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022  
Attention: Lisa M. Brill, Esquire

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease. The purpose of this amendment is to extend the lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 1, 2020, as follows:

1. **Extension** The term of the Lease is hereby extended for a period of forty-eight (48) months (the "Extension Term"), beginning as of December 1, 2020 (the "Extension Term Commencement Date") and ending on November 30, 2024 (the "Expiration Date"), subject to termination rights as may be hereinafter set forth.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR (b) (6)

Signature: Solomon Moubandien  
Name: Authorised Signatory  
Title: 1575 Eye Street Inc.  
Entity Name: 07-09-2020  
Date:

FOR THE GOVERNMENT:

Signature: Lisa Richmond  
Name: Lisa Richmond  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9/21/2020

DocuSigned by:

Lisa Richmond

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WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)  
Name: Natasha Hamdoh  
Title:   
Date: 07-09-2020

2. **Termination Rights** The Government shall have the right to terminate this Lease, in its entirety, effective November 30, 2023, by providing the Lessor written notice on November 30, 2022. No rental charges shall accrue after the effective date of termination, provided that the Government vacates and surrenders the entire Premises in the condition required by the Lease.
3. **Premises.** The Government shall continue to lease and have the use of the 55,637 USF / 63,798 RSF of office space that it currently occupies in the building, constituting the entire 2<sup>nd</sup> (15,075 ABOA SF), 6<sup>th</sup> (16,308 ABOA SF) and 10<sup>th</sup> (15,644 ABOA SF) floors, and portions of the 3<sup>rd</sup> (1,951 ABOA SF) and 5<sup>th</sup> (6,659 ABOA SF) floors.
4. **Acceptance of Existing Conditions.** The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified dates(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease. Further, Lessor is under no obligation to provide the Government any Tenant Improvement Allowance in connection with the Extension Term.
5. **Parking** Pursuant to the existing Lease, Paragraph 6(h) of the SF-2, the terms of the parking shall remain the same.
6. **Base Rent** Effective December 1, 2020, the Government shall pay the Lessor an annual rent of \$2,711,415.00 (\$42.50/RSF \$48.73/ABOA rounded), payable at a rate of \$225,951.25 per month in arrears. The annual rent has been derived as such: \$2,095,818.44 (\$32.85/RSF) [Shell Rent] plus \$615,596.56 (\$9.65/RSF) [Base Operating Cost plus \$88,157.80 accumulated operating cost adjustments during the initial term]. Rent for a lesser period shall be prorated.
7. **Base for Operating Costs.** The Government's base for operating costs shall remain the same as in the existing lease, which is (b) (4). The government will pay for increases on eligible operating expenses in excess of the existing base amount, as described in the Lease dated June 3, 2010, SFO No. 07-014, Section 3.7, OPERATING COSTS.
8. **Base for Real Estate Taxes.** The base for real estate taxes shall remain the same as in the existing lease. The government will pay for increases in real estate taxes in excess of the established existing base amount, as described in the Lease dated June 3, 2010, SFO No. 07-014, Section 3.5, TAX ADJUSTMENT.
9. **Commission and Commission Credit** CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon execution of this LA No. 12, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission, will be payable to CBRE, INC. with the remaining \$61,006.84 (the "Commission Credit") to be credited to the shell rent portion of the annual rental payments due and owing to fully recapture the Commission Credit.

The Commission Credit shall be converted into rental abatement, therefore the rental payment due and owing under the Lease for the first month of the Extension Term shall be reduced by (b) (4) so that the total rent due for the Lease for the first full month of the Extension Term shall be (b) (4). Monthly rent for January 1, 2021 through November 30, 2024 is (b) (4).

INITIALS:

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## Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

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See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract (b) (6) or renewing a contract with an entity that

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Representation Regarding Certain  
Telecommunications and Video  
Surveillance Services or Equipment  
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Page 1



uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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LESSOR GOVERNMENT

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME ADDRESS (INCLUDING ZIP CODE) <i>Safwan Moubaydeen</i>	TELEPHONE NUMBER
	<div style="background-color: black; color: red; text-align: center;">(b) (6)</div> Signature	<div style="text-align: center;"><i>09/14/2020</i></div> Date